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See *In re Hopper-Morgan Co.*, *supra*, 261. The following have uniformly been held questions of general law: The determination of personal rights where only the common law is involved, *Chicago City v. Robbins* (1862) 67 U. S. 418; the interpretation of commercial instruments, *Mechanics Amer. Nat. Bank v. Coleman* (C. C. A. 1913) 204 Fed. 24; tort liability. *Waldron v. Director Gen. of Railroads* (C. C. A. 1920) 266 Fed. 196. It is difficult to harmonize a number of the decisions. In an action for cutting timber the state rule of damages has been applied. *Mullins Lumber Co. v. Williamson* (C. C. A. 1918) 255 Fed. 645. However, the measure of damages for alienation of affection was held a question of general jurisprudence. *Woldson v. Larson* (C. C. A. 1908) 164 Fed. 548. On the question, of public policy, as affecting the validity of contracts, the lower federal courts also divided. *Parker v. Moore* (C. C. A. 1902) 115 Fed. 799; *cf. McClain v. Provident Sav. Life Assur. Soc.* (C. C. A. 1901) 110 Fed. 80, 91. The Supreme Court recently decided it a question of local law. *Northwestern Mut. Life Ins. Co. v. Johnson* (1920) 41 Sup. Ct. 47. The principal case involves clearly a question of general jurisprudence as classified by a long line of decisions.

INFANTS—FRAUDULENT MISREPRESENTATIONS AS TO AGE.—The plaintiff, an infant, deposited with the defendant stockbrokers money which was disbursed in accord with the plaintiff's directions. In an action to recover this money the defendants pleaded *inter alia* that they were induced to act by the fraudulent misrepresentations of the plaintiff as to his age. On demurrer, *dictum*, the plea of fraudulent representation was a good defense. *Falk v. MacMasters et al.* (1921) 197 App. Div. 357, 188 N. Y. Supp. 795.

Where an infant, disaffirming an executed contract, sues to recover money or chattels or land, formerly it was generally held that the infant was not denied recovery because of misrepresentations as to his age. *Carolina Inter-state Bldg. etc. Ass'n v. Blaak* (1896) 119 N. C. 323, 25 S. E. 975; see (1921) 21 COLUMBIA LAW REV. 722. But the tendency of the later cases seems to be toward denying recovery. *La Rosa v. Nichols* (1918) 92 N. J. L. 375, 105 Atl. 201; *County Board of Education v. Hensley* (1912) 147 Ky. 441, 144 S. W. 63; *contra, Raymond v. General Motor-cycle Co.* (1918) 230 Mass. 54, 119 N. E. 359. In most jurisdictions an infant is liable in tort for deceit. *Rice v. Boyer* (1886) 108 Ind. 472, 9 N. E. 420. There, to avoid circuity of action, the adult should be allowed to plead the damages arising from the misrepresentations as a pro tanto defense to the infant's action. Therefore, under the New York law, which allows a recovery in tort for deceit, *Shenkein v. Fuhrman* (1913) 80 Misc. 179, 141 N. Y. Supp. 909; *Eckstein v. Frank* (N. Y. 1863) 1 Daly 334; the decision in the instant case seems correct. Some jurisdictions reach this result by statute. *First National Bank v. Casey* (1912) 158 Iowa 349, 138 N. W. 897. Other jurisdictions, however, hold an infant liable for a tort not connected with a contract. See *Slayton v. Barry* (1900) 175 Mass. 513, 514, 56 N. E. 574. But they refuse a recovery for misrepresentations as to age where the tort is so connected with the contract that to allow the recovery would emasculate the rule protecting infants. *Slayton v. Barry*, *supra*. This view seems better than that of the New York court. Under either rule, where the action is in contract, the infant may plead infancy despite his misrepresentations as to age. *International Text-book Co. v. Connelly* (1912) 206 N. Y. 188, 99 N. E. 722; see *Merriam v. Cunningham* (1853) 65 Mass. 40, 42; *contra, Damron v. Commonwealth* (1901) 22 Ky. Law Rep. 1717, 61 S. W. 459.

INJUNCTION—INDUCING EMPLOYEES TO JOIN UNION IN VIOLATION OF CONTRACT OF EMPLOYMENT.—The plaintiff's contract with his employees stipulated that the employees would not join a labor union during the period of their employment. The plaintiff seeks to enjoin the defendant from inducing an employee to join a

union. *Held*, injunction granted. (1) *Nashville Ry. & Light Co. v. Lawson* (Tenn. 1921) 229 S. W. 741. (2) *Cyrus Currier & Sons v. International Molders' Union* (N. J. Eq. 1921) 115 Atl. 66.

The decisions in the instant cases are in accord with the weight of authority in their insistence upon freedom of contract in labor agreements. *Hitchman Coal & Coke Co. v. Mitchell* (1917) 245 U. S. 229, 38 Sup. Ct. 65; *Eagle Glass & Mfg. Co. v. Rowe* (1917) 245 U. S. 275, 38 Sup. Ct. 80. Thus, laws prohibiting employers from discriminating against union employees have been declared unconstitutional. *Coppage v. Kansas* (1915) 236 U. S. 1, 35 Sup. Ct. 240; *Adair v. United States* (1908) 208 U. S. 161, 28 Sup. Ct. 277. This freedom in labor contracts, however, has been limited by police power restraints of a different nature. *Erie R. R. v. Williams* (1914) 233 U. S. 685, 34 Sup. Ct. 761; see *Coppage v. Kansas*, *supra*, 18. And equity, on occasions refusing to intervene in labor disputes, has not enjoined acts in inducement of breach of contract. *Pickett v. Walsh* (1906) 192 Mass. 572, 78 N. E. 753; *National Protective Ass'n v. Cumming* (1902) 170 N. Y. 315, 63 N. E. 369. The decisions supporting absolute freedom of contract reason deductively from the premise that there must be untrammelled freedom of contract. *Hitchman Coal & Coke Co. v. Mitchell*, *supra*. The dissenting opinions, however, have touched upon what appears to be the real issue; namely, whether public policy renders contracts such as those in the instant cases void. See dissenting opinions, *Coppage v. Kansas*, *supra*, 26, 27 *et seq.*; *Adair v. United States*, *supra*, 180 *et seq.* Public policy changes continually. It is significant that at the time of the *Coppage* case Congress and the legislatures of fourteen states prohibited this kind of contract. *Coppage v. Kansas*, *supra*, 27. Subsequently the federal government has indicated anew its approval of the unionization of essential industries. The National War Labor Conference Board affirmed the right of labor to unionize, and protected the union worker against discrimination. See (1918) Report of Proceedings of the National Labor Conference Board. The act creating the Railway Labor Board by providing for labor representatives impliedly contemplates the unionization of the railroads. (1920) 41 Stat. 457, 470. It seems, therefore, that the contracts of the instant cases are contrary to public policy, and, therefore, no injunction should issue.

LANDLORD AND TENANT—ASSIGNMENT OF TERM—LIABILITY OF ASSIGNEE AFTER RE-ASSIGNMENT.—A leased B a term, B covenanting to pay rent. B assigned to C "subject to all the terms and conditions contained in said lease to be performed by the lessee therein." C reassigned to B. In a suit by A against C for rent accruing after the reassignment, *held*, he may recover. *Geyer v. Denham* (Mo. 1921) 231 S. W. 61.

In the absence of an express covenant with the lessor, since the liability of an assignee arises out of privity of estate, a reassignment precludes any subsequent liability. *Consolidated Coal Co. v. Peers* (1897) 166 Ill. 361, 46 N. E. 1105. But where the consent of the lessor is requisite to a valid assignment, an agreement by the assignee to perform the lessee's covenant is considered a contract obligation not affected by reassignment. *Adams v. Shirk* (C. C. A. 1902) 117 Fed. 801. In jurisdictions where the beneficiary of a contract is allowed to sue thereon, the assignee remains similarly liable if he expressly agreed with the assignor to perform the covenants of the lease. *Wilson v. Lunt* (1898) 11 Colo. App. 56, 52 Pac. 296. As to what constitutes such an express agreement: the words "subject to the terms" of the original lease are regarded as words of qualification and not of contract. *Meyer v. Alliance Industrial Co.* (1913) 84 N. J. L. 450, 87 Atl. 476; *Consolidated Coal Co. v. Peers*, *supra*. On the other hand, the "assumption" of the covenants of the lease by the assignee is regarded as a con-